



**ANITA M. BOCK**  
Director

# **County of Los Angeles**

## **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

May 21, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE AN AGREEMENT WITH WALTER R. MCDONALD & ASSOCIATES, INC. FOR APPLICATION PROVIDER SERVICES FOR THE WEB-BASED INFORMATION AND REFERRAL SYSTEM (WIRS) FOR LOS ANGELES COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve a sole source Agreement with Walter R. McDonald & Associates, Inc. (WRMA) as an application service provider for the Department of Children and Family Services (DCFS) Web-based Information Referral System (WIRS). WIRS will consist of a database of various community service providers from which DCFS will make referrals to clients. The proposed Agreement is for three years at a maximum contract sum of \$456,000, of which \$60,000 is net County cost.

Board of Supervisors

GLORIA MOLINA

First District

YVONNE BRATHWAITE BURKE

Second District

ZEV YAROSLAVSKY

Third District

DON KNABE

Fourth District

MICHAEL D. ANTONOVICH

Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

WIRS will allow DCFS social workers to conduct on-line comprehensive searches for community providers of various voluntary and required services available to parents/clients. Social work staff will be able to locate resources, such as counseling, food, shelter, drug testing, training, and to generate and e-mail referrals to the appropriate agency.

The value of a resource database, such as WIRS, was recognized in the PricewaterhouseCoopers Management Audit of the Department, completed in 1998. Recommendation 13 in the final audit report called for the execution of a plan to put a DCFS Resource Directory on the DCFS Intranet thereby providing access to DCFS approved services provider information to the entire Department. Your Board instructed the Department to comply with the audit recommendation. Acquisition of this database will fulfill the requirements of the recommendation.

### **Implementation of Strategic Plan Goals**

Implementation of WIRS would promote and further the Board-approved County-Wide Strategic Plan Goals and the County Business Automation Plan by making quality information and services available to the public (consistent with Goal 1, Strategy 1), by enhancing the quality and productivity of the DCFS workforce (consistent with Goal 3, Strategy 2), and by taking steps to improve the well being of children and families in Los Angeles County (consistent with Goal 5, Strategy 1).

### **FISCAL IMPACT/FINANCING**

The maximum contract sum of the Agreement is \$456,000. [Agreement Section 7.0.] The Agreement will be paid for using State and Federal revenue of \$396,000 (86.79%), with a remainder to be paid with \$60,000 (13.21%) net County cost. There is sufficient funding in the FY 2001-2002 Adopted Budget to accommodate any cost incurred in FY 2001-02 and funding will be included in the FY 2002-03 Proposed Budget.

The annual project cost is \$259,200 for the first year, \$79,400 for the second year, and \$77,400 for the third year. There is also a contingency amount of \$40,000 for additional professional services, as may be procured in DCFS's sole discretion.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The attached Agreement has been approved as to form by County Counsel. The Agreement contains the required contract provisions pertaining to compliance with the County's Child Support Program [Agreement Section 45.0.] and consideration of GAIN participants for employment. [Agreement Section 28.0.] The District Attorney's office has confirmed that Walter R. McDonald & Associates, Inc. has met the requirements of the Child Support

Compliance Program. The recommended contractor has agreed to offer employment to County employees on reemployment lists and to GAIN participants.

The contractor will not be asked to perform services that exceed the approved contract amount, scope of work, and contract dates.

This is not a Proposition A contract because of the proprietary nature of the Prism software. This software will be modified under this Agreement and includes a highly technical and complex taxonomy based selection algorithm. The proprietary Prism algorithm will allow social workers to match the multiple needs of clients to the most appropriate service providers. The County cannot modify or replicate the code. As this is not a Prop A contract, the Agreement is exempt from the Living Wage provisions of County Code.

Although the software is proprietary and is a pre-existing intellectual property held by the contractor, as is consistent with federal and state regulations, the County shall retain all intellectual property ownership of the deliverables created under the Agreement.

### **CONTRACTING PROCESS**

DCFS mailed out an information and resource referral survey to ascertain if there were any organizations who had an existing system that compiles and makes available public resource information, and if their system could be modified to meet DCFS requirements, including access through the web. The survey was posted in the LA Times and other periodicals. It was posted on the Los Angeles County Office of Small Business website and was mailed directly to seven (7) companies that were identified as potential vendors.

Three (3) companies responded. They were Walter R. McDonald and Associates, Inc. (WRMA); Sierra Systems Group, Inc.; and Goode and Allen (a partnership). The only company that demonstrated a complete ability to meet the needs of the department was WRMA. Both of the other firms would have required major programming to meet our needs. DCFS selected to enter into a sole source agreement with WRMA in accordance to the contracting rules in the California Department of Social Services Operation Manual 23-650. As per your Board's policy, DCFS issued a Notification of Intent to Execute a Sole Source Contract on August 29, 2001.

### **IMPACT ON CURRENT SERVICES**

WIRS would improve the quality of the referrals given to our clients and decrease the workload of the social worker by reducing the time spent in searching for an appropriate service provider.

## **CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send two (2) adopted and executed copies of the Board letter and the Agreement to:

1. Department of Children and Family Services  
Bureau of Information Services  
4060 Watson Plaza Drive  
Lakewood, CA 90712  
Attention: Leo H. Yu, Bureau Chief

one (1) copy to:

2. County Counsel  
Attention: John Geiger, Senior Deputy;

and one (1) copy to:

3. Chief Information Officer  
Attention: John McIntire, Associate CIO

Respectfully submitted,

Reviewed by:

ANITA M. BOCK  
Director

Jon W. Fullinwider  
Chief Information Officer

AMB:JR

Attachments (3)

C: Chief Administrative Officer  
Chief Information Officer  
County Counsel  
Auditor-Controller



**ANITA M. BOCK**  
Director

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**Board of Supervisors**

**GLORIA MOLINA**  
First District

**YVONNE BRATHWAITE BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

August 29, 2001

TO: Supervisor Michael D. Antonovich  
Supervisor Gloria Molina  
Supervisor Yvonne Brathwaite Burke  
Supervisor Zev Yaroslavy  
Supervisor Don Knabe

FROM:   
Anita M. Bock, Director

**INTENT TO NEGOTIATE SOLE SOURCE CONTRACT WITH WALTER R.  
MCDONALD AND ASSOCIATES OF SACRAMENTO**

This is in accordance with your Board's motion of February 23, 1999 and the Chief Administrative Officer's subsequent instructions on March 2, 1999 for County departments to provide at least two weeks advance notice of their intention to negotiate sole source contracts of \$250,000 or greater.

The Department of Children and Family Services intends to negotiate a sole source contract with Walter R. McDonald and Associates of San Francisco (WRMA) as an Application Service Provider for a web-based, on-line, DCFS need specific community resource database. The database will be known as the web-based Information and Referral System (WIRS), and consists of community providers of various services to which DCFS refers our clients. The competitive solicitation process used in determining that WRMA was the only vendor qualified to perform this service is detailed in the attached sole source documentation.

The State approved our request to implement this system in March 2001. The tentative annual project cost is \$298,195 for the first year and \$189,435 for the second and third years (second year cost is \$91,425 and third year cost is \$89,010). The cost of the services for the three-year term of the Agreement is \$478,630.

Each Supervisor  
August 29, 2001  
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This referral system was **Recommendation 13** in the PriceWaterhouseCoopers Management Audit Final Report of the Department of Children and Family Services, dated November 11, 1998. Your Board instructed the Department to comply with the audit recommendation. Acquisition of this database service will fulfill the requirements of recommendation.

Unless otherwise instructed by your Board, the Department intends to proceed with negotiating a sole source agreement with WRMA and present it to your Board for approval. The Department anticipates filing the Board letter and Agreement during the first week of October 2001.

If you have any objections, questions or need additional information please let me know or your staff may contact Joi Russell, Information Technology Services, Interim Division Chief, at (562) 497-3353.

AMB:JR  
PC:gn

c: Chief Administrative Officer  
County Counsel

## **SOLE SOURCE DOCUMENTATION FOR THE WEB-BASED INFORMATION AND REFERRAL SYSTEM**

### **1. What is being requested?**

An agreement with an Application Service Provider (WRMA) for a web-based, on-line, DCFS need-specific community resource database. The database is known as the Web-based Information and Referral System and consists of community providers of various services to which DCFS refers their clients.

### **2. Why is the product needed - how will it be used?**

On a daily basis, DCFS Social Workers need to refer their clients to various community resources in order to meet case plan goals. Currently, the community resources database that is used by the Department is not readily available to the social work staff in field offices. The current process involves manually searching through a paper directory and calling several agencies to find a suitable service provider. This process is inordinately time consuming and greatly restricts both the quality and accessibility of the required information. This new referral system will give on-line access to all DCFS staff to a database of DCFS-approved providers, will offer the workers the option of printing either driving or public transportation directional maps to the appropriate service facility for a client, and further, will allow DCFS staff to amend the database to more accurately reflect whether a service provider is approved or not approved, available or not available.

This referral system is in response to Recommendation 13 in the PriceWaterhouseCoopers Management Audit of the Department. The Board of Supervisors ordered the Department to comply with the audit recommendations. Acquisition of this database service will fulfill the requirements of Recommendation 13.

### **3. Is this brand the only one that meets the user's requirements? If so, what is unique about the product?**

Walter R. McDonald and Associates (WRMA) was the only vendor that demonstrated a complete ability to meet the needs of the Department as identified in the survey referenced in Question 4 below, namely an easily customizable, comprehensive, web-based community resource database. InfoLine owns the community resources data and has exclusively licensed its use to WRMA for access. WRMA designed InfoLine's existing resource directory database that contains services and service providers that DCFS social workers can use to refer their clients who are in need of specific services. The directory system contains a listing of over 20,000 services and service providers, with a standardized taxonomy or classified system for the retrieval of resource information, specific to the clients needs. It also has an existing browser-based delivery system, obviating the necessity of building that functionality from scratch. WRMA has the sole and exclusive ability to customize the existing system for County use, without extensive programming work that would otherwise be required and would be extremely costly to create.

### **4. Have other products been considered? If yes, which products/vendors have been considered and how did they fail to meet user's requirements.**

DCFS released an information and resource referral survey to attempt to ascertain if there were any local organizations who had an existing system that compiled comprehensive resource information, made it available to the public through an existing web-based interface, and, if so, whether their system could be modified to meet DCFS' specific needs. After obtaining information regarding potential qualifying vendors from the California Alliance of Information and Referral Services and the Information Resource and Referral Network, surveys were mailed to 12 resource referral agencies, as well as a notice being placed on the Office of Small Business (OSB) website and published in the Los Angeles Times. Three agencies

responded to the survey. Two of the three respondents did not have the critical technical personnel required to meet the DCFS-specific needs. Each of the responding agencies, except WRMA, required extensive programming efforts and did not have the requisite comprehensive database of services sought after in the survey. Among the agencies that responded to the survey, only WRMA, using the InfoLine database, to which they had exclusive development rights, had the scope of data and access methods sought after in the survey. The other responding agencies indicated they could construct the desired website but lacked access to a comprehensive set of resource data. In addition, aside from WRMA, neither of the other two vendors had existing mechanisms for maintaining the accuracy and timeliness of such a comprehensive resource database.

**5. Will purchase of this equipment avoid other costs, e.g., data conversion, etc. or will it incur additional costs e.g., training, conversion, etc.?**

This new system will reduce the time spent in researching and locating an appropriate service provider by approximately two hours per month, per worker. It will also improve the quality of referrals by providing the ability to make real-time updates to the database. Additional costs to train DCFS staff to navigate the new system will be minimal.

**6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The data is proprietary. Aside from WRMA, neither of the other two vendors had as comprehensive a database as needed and WRMA is the only company with access to the Infoline proprietary database. WRMA has provided COUNTY with copies of their Agreements with InfoLine dating back to 1991 to verify this exclusive relationship.

**7. Reasonableness of price. Does the County obtain a percentage discount or special not available to the private sector?**

Programming costs have been tentatively discussed and WRMA has indicated that access charges will be reduced as the volume of County users increases. All tentatively agreed-upon prices are deemed to be reasonable.

**8. What is the dollar value of existing equipment and the Purchase Order Number for the existing equipment?**

Not applicable

*Department of Children and Family Services*

*Joi Russell, Interim Deputy Director August 3, 2001*

## CIO ANALYSIS

**REQUEST TO ENTER INTO AN AGREEMENT WITH WALTER R. MCDONALD & ASSOCIATES, INC. FOR APPLICATION PROVIDER SERVICES FOR THE WEB-BASED INFORMATION AND REFERRAL SYSTEM (WIRS) FOR LOS ANGELES COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)**

**CIO RECOMMENDATION:**    ☒ **APPROVE**                      ☐ **APPROVE WITH MODIFICATION**  
    ☐ **DISAPPROVE**

**Contract Type:**

☐ **New Contract**                      ☐ **Contract Amendment**                      ☐ **Contract Extension**  
☒ **Sole Source Contract**

**New/Revised Contract Term:**    **Base Term:** 3 Yrs                      **# of Option Yrs** 0

**Contract Components:**

☐ **Software**                      ☐ **Hardware**                      ☐ **Telecommunications**  
☒ **Professional Services**

**Project Executive Sponsor:** Anita Bock, Director,  
Department of Children and Family Services

**Budget Information :**

Y-T-D Contract Expenditures	\$            0
Requested Contract Amount	\$ 259,200 (first year)
Aggregate Contract Amount	\$ 456,000

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 86.8%

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? Supports Service and Workforce Excellence. and Children and Families' Well-being
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? Infoline is included in the DCFS BAP as a priority project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT

		Directions Document? Supports web-based systems and enterprise information sharing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Web-based technologies

### **Project/Contract Description:**

This sole source Agreement with Walter R. McDonald & Associates, Inc. (WRMA) will provide hosting, support and customization for a Department of Children and Family Services (DCFS) Web-based Information Referral System (WIRS). WIRS will consist of a database of various community service providers, maintained by Infoline, and provides the capability for DCFS to match client needs to available service providers. The proposed Agreement is for three years at a maximum contract sum of \$456,000, of which \$60,000 is net County cost.

### **Background:**

.Currently, DCFS staff must search through hard-copy directories and call various agencies to find a suitable service provider. This process is time consuming and limits the quality and accessibility of the referral data. The information contained in these directories is often incorrect and/or out of date.

The value of an automated, web-based resource database was recognized in the 1998 Price Waterhouse Coopers Management Audit of the Department, Recommendation 13, to implement a DCFS Resource/Referral Directory on the DCFS Intranet. This would allow DCFS staff to have access to the most current information on approved services providers. Your Board instructed the Department to comply with the audit recommendation.

### **Project Justification/Benefits:**

WIRS will allow DCFS social workers to conduct on-line comprehensive searches of community providers for various voluntary and required services to meet the needs of children and caregivers. Social work staff will be able to locate resources, such as counseling, food, shelter, drug testing, training, and to generate e-mail referrals to the appropriate agency.

WIRS will be constantly monitored and updated to reflect the most current service provider information. Changes to the database will be instantly available to all users of this web-based referral system.

DCFS anticipates a significant time savings in researching and generating quality referrals for their clients. Community service providers will also benefit from a reduction in number of inappropriate referrals.







**AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**WALTER R. MCDONALD AND ASSOCIATES, INC.**

**FOR A**

**WEB BASED INFORMATION AND REFERRAL SYSTEM**

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## **AGREEMENT**

This Agreement is entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereafter "County"), and Walter R. McDonald and Associates, Inc., a California corporation (hereafter "Contractor"), with regard to the following (hereafter "Recitals"):

A. Whereas the County, through its Department of Children and Family Services (the "Department"), desires a comprehensive, easy-to-access community resource information and referral system to allow social workers to refer children and families for services required by dependency court case plans (the "System" as further defined in section 2.21 herein below);

B. Whereas The Information and Referral Federation of Los Angeles, a California private not-for-profit foundation ("Info Line") and the Contractor have collaborated to develop the PRISM Information and Referral system as described in the "SOFTWARE DEVELOPMENT AND SUPPORT CONTRACT" by and between Info Line and Contractor, dated October 7, 1991;

C. Whereas Contractor and Info Line have further agreed to share responsibilities for supporting services to clients for information and referral services as described in the "PLAN FOR IMPLEMENTATION OF FUTURE PRISM ENHANCEMENTS," dated June 13, 1994;

D. Whereas Contractor and Info Line have agreed in the "TEAMING AGREEMENT" dated May 30, 2001 to provide information and referral services to County using the Info Line database and Contractor software as described;

E. Whereas Contractor warrants and represents that the System shall be capable of evolving to meet the changing needs of County in the future and otherwise perform in accordance with all of the specifications and requirements of this Agreement;

F. Whereas Contractor warrants and represents that it is ready, willing and able to provide the web-based information and referral System as described in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, all of which are incorporated as a part of this Agreement, Contractor and County hereby further agree as follows:

### **1.0 APPLICABLE DOCUMENTS**

## 1.1 The Agreement

- 1.1.1 This base document, along with Exhibits A (with Appendix A attached thereto), B, C, D, and E, attached hereto, as well as Exhibits F and G, not attached, collectively shall constitute and are throughout and hereinafter referred to as the "Agreement."
- 1.1.2 This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor, which supersedes any and all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

## 1.2 Interpretation

In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any task, subtask, Specification, Deliverable, goods, service, and/or other work, and/or otherwise, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1. Exhibit A – Statement of Work;
2. Appendix A – DCFS Approval Matrix for DCFS Certification Approval Flag Process;
3. Exhibit B – Contractor Employee Acknowledgement and Confidentiality and Copyright Assignment Agreement;
4. Exhibit C – Schedule of Deliverables and Payments;
5. Exhibit D – License Fee Schedule;
6. Exhibit E – Contractor's EEO Certification;
7. Exhibit F – Request for Proposals for A Web Based Information and Referral System for the County of Los Angeles dated February 1, 2000 (not attached);
8. Exhibit G – WALTER R. MCDONALD AND ASSOCIATES, INCORPORATED (WIRS) Proposal for the Design and Implementation of the Web-based Information and Referral System (WIRS) for the County of Los Angeles dated March 13, 2000 (not attached).

## **2.0 DEFINITIONS**

The following terms and phrases in quotation marks and with initial or all letters capitalized shall have the following specific meaning when used in this Agreement.

### **2.1 Acceptance**

"Acceptance" shall mean County's written approval, per the requirements of Subsections 3.4 (Approval and Disapproval of Work) and 3.5 (Approval of Invoices), of any tasks, subtasks, Deliverables, goods, services or other work provided by Contractor to County.

### **2.2 Contract Sum**

"Contract Sum" shall mean the maximum monetary amount payable by County to Contractor hereunder, as set forth in Section 7.0 (CONTRACT SUM).

### **2.3 Contractor Materials**

"Contractor Materials" shall mean any and all documentation, written or electronic, source code, diagrams, file layouts, database definitions, interfaces, reports, plans, and/or other information, including intellectual property, owned by and/or developed by the Contractor prior to the Effective Date, and, which is used by the Contractor during the course of the development, customization, and/or programming, of the County's System.

### **2.4 Contractor's Project Director**

"Contractor's Project Director" shall have the meaning specified in Subsection 4.1 (Contractor's Project Director).

### **2.5 Contractor's Project Manager**

"Contractor's Project Manager" shall have the meaning specified in Subsection 4.2 (Contractor's Project Manager).

### **2.6 County**

"County" shall mean the County of Los Angeles, California.

### **2.7 County's Project Director**

"County's Project Director" shall have the meaning specified in Subsection 3.1 (County's Project Director).

2.8 County's Project Manager

"County's Project Manager" shall have the meaning specified in Subsection 3.2 (County's Project Manager).

2.9 CRIB

"CRIB" shall mean Community Resource Information Bank, a comprehensive and validated database of over 20,000 services and 5,000 community resource agencies in Los Angeles County, compiled by Info Line and owned by County of Los Angeles.

2.10 Custom Programming Modifications

"Custom Programming Modifications" shall mean all changes to software, including without limitation, object code, data structures and related Documentation, supplied by Contractor pursuant to this Agreement that is identified in Exhibit A (Statement of Work) or is otherwise necessary to provide and/or maintain the System pursuant to this Agreement. Reference to Custom Programming Modifications may include one or more components or modules thereof or all Custom Programming Modifications in the System.

2.11 Day(s)

"Day" or "Days," whether singular or plural, whether with initial letters capitalized or not, shall mean calendar days and not business or working days, unless otherwise specifically stated.

## 2.12 Deficiency

"Deficiency" or "Deficiencies," whether singular or plural, shall mean and include any and all of the following:

- A. defects in design, development, programming, implementation, materials, or workmanship;
- B. error(s);
- C. omission(s);
- D. deviation(s) from (i) published or mutually agreed upon standards, (ii) any of the Specifications or (iii) any County-approved Deliverables; and/or
- E. problem(s) which result in the System not performing in accordance with the provisions of this Agreement, including, without limitation, the Specifications.

## 2.13 Deliverable

"Deliverable" or "Deliverables," whether singular or plural, shall mean any task, subtask, item, deliverable, subdeliverable, good, service and/or other consideration of any type.

## 2.14 Department

"Department" shall refer to the County's Department of Children and Family Services.

## 2.15 Documentation

"Documentation" shall mean all Specifications, customization documentation, business rule documentation, customer technical manuals, customer handbooks, customer flow charts, customer technical information, training course materials, customer reference materials, customer user manuals, customer operating manuals and all other user instructions regarding the capabilities, operation, installation and use of the System and/or applicable System Components.

## 2.16 Effective Date

"Effective Date" is the date upon which this Agreement comes into full force and effect, which shall be the date of approval and execution of this Agreement by County's Board of Supervisors.

## 2.17 Final System Acceptance

"Final System Acceptance" shall have the meaning set forth in Section 9.0 (Acceptance of System by County).

## 2.18 Info Line Materials

"Info Line Materials" shall mean the software products supplied by Info Line including but not limited to the following components of the System:

- A. "PRISM" shall mean the custom software designed and developed by Contractor and Info Line, as described in the "SOFTWARE DEVELOPMENT AND SUPPORT CONTRACT" by and between Info Line and Contractor, dated October 7, 1991;
- B. "PERFECT MATCH" shall collectively mean the PROGRAM PRODUCTS and RELATED MATERIALS, which comprise all versions and later modifications of Contractor's proprietary software entitled PERFECT MATCH, including the core components of the Enhanced PERFECT MATCH software;
- C. "PROGRAM PRODUCTS" shall mean the coded logic or software for Enhanced PERFECT, MATCH PERFECT MATCH, and any of their Modules or parts, as the case may be, recorded on any medium with any coding structure, including a recording as a printed listing of machine or source code or a machine readable tape or floppy diskette;
- D. "RELATED MATERIALS" shall mean all other items other than PROGRAM PRODUCTS, including but not limited to, screen formats, input instructions or format specifications, descriptions of output reports, user's reference manual, and other instructional documentation, guides and manuals, and shall further include all permitted copies of PROGRAM PRODUCTS or RELATED MATERIALS duplicated by Info Line; and

- E. "Enhanced PERFECT MATCH" shall mean the licensed PROGRAM PRODUCTS and RELATED MATERIALS which comprise all versions and later modifications of the software product developed and delivered by Contractor pursuant to the SOFTWARE DEVELOPMENT AND SUPPORT CONTRACT dated October 7, 1991, by and between Contractor and Info Line.

## 2.19 Specifications

"Specifications" shall mean any or all of the following, as applicable:

- A. All System performance requirements and standards set forth in this Agreement;
- B. All specifications, requirements and standards set forth in Exhibit A (Statement of Work);
- C. All specifications set forth in Exhibit F (Request for Proposals);
- D. All functional and operational requirements/features included in Exhibit G (Contractor's Proposal); and/or
- E. All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, but only to the extent (i) not inconsistent with any of the foregoing in Subparts (A), (B), (C) and/or (D) of this Subsection 2.19, and (ii) acceptable to County in its sole discretion, which pertain to any element of the System, and which outline, describe, or specify (i) functionality, (ii) features, (iii) capacity, (iv) availability, (v) response times, (vi) accuracy, or (vii) any other performance or other criteria for the System or any element of the System.

## 2.20 Subcontractor

"Subcontractor" shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 13.0 (Subcontracting).

## 2.21 System

- 2.21.1 "System" shall mean the web-based information and referral system provided by Contractor to County which shall allow Users to

refer children and families for services required by dependency court case plans, and which strictly complies with all terms of this Agreement, and which shall consist of the following components:

- A. CRIB data contained in the database;
- B. Taxonomy;
- C. County-defined additional data (new data); and
- D. Application code for the web environment.

For purposes of this definition, CRIB data and the System taxonomy are accessed by the Micro Data Base System (MDBS) server (core piece) and an SQL server (web environment) and run concurrently. County-defined additional data (Department specific new data) and the application code for the web environment run on the SQL server.

#### 2.22 Task

"Task" and "task," whether singular or plural, shall mean one of the areas of work to be performed under this Agreement identified as a numbered Task in to Exhibit A (Statement of Work).

#### 2.23 Taxonomy

"Taxonomy" shall mean the rules and principals that are defined and described in the Contractor's core PRISM system, which are used to classify the data, and are incorporated into and used by the web application software.

#### 2.24 Update(s)

"Update" or "Updates," whether singular or plural, shall mean a set of procedures or new program code that Contractor may implement to make the System conform in all respects to the Specifications and may improve, and which may include modifications and enhancement to improve, performance or functionality of the System.

#### 2.25 Upgrade(s)

"Upgrade" or "Upgrades" shall mean a new version or release of the System, which adds functional capabilities to the System.

#### 2.26 User

"User" or "Users," whether singular or plural, shall mean any person(s) or entities authorized by County, through the Department, to access or use the System or any System Component.

## 2.27 Working Day(s)

"Working Day" or "Working Days," whether singular or plural, whether with initial letters capitalized or not, shall mean 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County observed holidays.

## 3.0 **ADMINISTRATION OF AGREEMENT – COUNTY**

### 3.1 County's Project Director

County's Project Director for this Agreement shall be the following person:

Ms. Joi Russell  
Department of Children and Family Services  
Management Information Division  
4060 Watson Plaza Drive, 1<sup>st</sup> Floor  
Lakewood, CA 90712  
(562) 497-3353 Fax: (562) 496-2338  
E-mail: [jrussell@dcfs.co.la.ca.us](mailto:jrussell@dcfs.co.la.ca.us)

3.1.1 County shall notify Contractor in writing of any change in the name or address of County's Project Director.

3.1.2 County's Project Director shall be responsible for County's performance of its tasks and confirming Contractor's compliance with this Agreement.

3.1.3 County's Project Director shall meet or confer with Contractor's Project Director on a regular basis.

3.1.4 Except as expressly set forth in this Agreement, County's Project Director is not authorized to make any changes in any of the terms or conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.5 County's Project Director shall have the right at all times to inspect any and all Deliverables provided by or on behalf of Contractor.

### 3.2 County's Project Manager

County's Project Manager for this Agreement shall be the following person:

Mr. Everett Harper  
Department of Children and Family Services  
Management Information Division  
4060 Watson Plaza Drive, 1<sup>st</sup> Floor  
Lakewood, CA 90712  
(562) 497-3376 Fax: (562) 496-4797  
E-mail: eharper@dcfs.co.la.ca.us

- 3.2.1 County shall notify Contractor in writing of any change in the name or address of County's Project Manager.
- 3.2.2 County's Project Manager shall be responsible for confirming that the technical standards and requirements of Contractor's performance under this Agreement are met.
- 3.2.3 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.2.4 County's Project Manager shall advise County's Project Director as to Contractor's performance in areas relative to requirements and technical standards.

### 3.3 County Personnel

Any and all County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided by this Agreement.

### 3.4 Approval and Disapproval of Work

- 3.4.1 Any and all Deliverables provided by Contractor must have the written approval of County's Project Director and County's Project Manager, which approval shall be provided or denied in a timely manner considering the circumstances and the procedures set forth in this Agreement and as provided in Exhibit A (Statement of Work).
- 3.4.2 Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, in no event shall County be liable or responsible for any Deliverable payment prior to and/or in the absence of such written approval.
- 3.4.3 Any written notice of disapproval from County's Project Director or County's Project Manager which specifies one or more bases for disapproval shall not be deemed or construed to constitute an exhaustive itemization of the bases for such disapproval, and shall not limit, in any manner at any time prior to written approval of such Deliverable by County's Project Director and County's Project Manager, County's rights subsequently to disapprove such Deliverable on the same basis or on another basis.
- 3.4.4 In the event County's Project Director or County's Project Manager disapproves any Deliverable provided by Contractor, Contractor shall have ten (10) days from Contractor's receipt of written notice of disapproval to correct, modify, supplement or otherwise remedy such disapproved matter and resubmit it to County's Project Director and County's Project Manager for approval. In the event of a subsequent disapproval, County may request subsequent resubmissions and/or declare this Agreement in default pursuant to Section 31.0 (Termination For Default).

### 3.5 Approval of Invoices

- 3.5.1 All invoices submitted by Contractor shall follow the payment schedule provided in Exhibit C (Schedule of Deliverables and Payments) and Section 7.0 (CONTRACT SUM) of this Agreement.

- 3.5.2 All invoices submitted by Contractor for payment must have the written approval of County's Project Director and County's Project Manager prior to any payment thereof (less any offsets due to County), which approval shall be provided or denied in a timely manner (not to exceed thirty (30) days following submission of the invoice following County's approval of the applicable Deliverable or other work). In no event shall County be liable or responsible for any payment prior to or in the absence of such express written approval.

3.6 Approval or Acceptance

Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, any and all approval and/or Acceptance by County under this Agreement may be given, withheld, and/or denied in County's sole and absolute discretion.

**4.0 ADMINISTRATION OF AGREEMENT — CONTRACTOR**

4.1 Contractor's Project Director

- 4.1.1 Contractor's Project Director shall be the following person, who shall be a full-time employee of Contractor:

Donald Graham  
Walter R. McDonald & Associates, Inc.  
7311 Greenhaven Drive, Suite 273  
Sacramento, CA 95831  
Phone: (916) 427-1410  
Fax: (916) 427-8664  
dgraham@wrma.com

- 4.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all its tasks and ensuring Contractor's compliance with this Agreement.

- 4.1.3 Contractor's Project Director shall meet or confer with Contractor's Project Manager and County's Project Director on a regular basis.

4.2 Contractor's Project Manager

- 4.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Larry Shannon

Walter R. McDonald & Associates, Inc.  
7311 Greenhaven Drive, Suite 273  
Sacramento, CA 95831  
Phone: (916) 427-1410  
Fax: (916) 427-8664  
E-mail: lshannon@wrma.com

4.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.3 Contractor's Project Manager shall meet or confer with County's Project Director and County's Project Manager on a regular basis.

4.3 Approval of Contractor's Staff

4.3.1 County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Director and Contractor's Project Manager, prior to, and during, their performing any work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Project Director and Contractor's Project Manager. For Contractor's key personnel as defined in this Subsection 4.3, Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Director and Contractor's Project Manager, and proposed substitute and an opportunity to interview such person prior to his performing any work hereunder.

4.3.2 For purposes of this Subsection 4.3, Contractor's key personnel shall mean the following positions: (a) Contractor's Project Director, (b) Contractor's Project Manager, (c) Contractor's Technical Project Manager.

4.3.3 The following persons shall be provided by Contractor and are hereby approved as of the Effective Date by County in the following key roles:

<u>Key Role</u>	<u>Individual</u>
Project Director	Donald Graham
Project Manager	Larry Shannon
Technical Project Manager	Hank Cao

4.3.4 In addition, Contractor represents and warrants that it shall, to the maximum extent possible, take all necessary steps to assure continuity over time of the membership of the group constituting Contractor's staff, including, but not limited to, Contractor's Project Director and Contractor's Project Manager.

4.3.5 Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

4.3.6 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, and tasks required by this Agreement.

4.3.7 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with the Project Control Document.

4.3.8 In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

4.3.9 All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

#### 4.4 Unapproved Work

If Contractor provides any Deliverable to County other than those specified in this Agreement, and/or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefore, under this Agreement or otherwise.

#### 4.5 System

Contractor shall provide the System to County in strict compliance with the Specifications and the terms and conditions set forth in this Agreement.

#### 4.6 Maintenance Services

##### 4.6.1 Maintenance Term

Contractor shall provide maintenance services on the System for the County for up to three (3) years as follows: (i) through the "Initial Term," which shall begin immediately after the Warranty Period as defined in Subsection 19.2 and continue for one (1) year following the expiration of the Warranty Period, and (ii) at the sole option of County Project Director, the Maintenance Services may be renewed annually (for up to two (2) annual renewals) (each, a "Renewal Term") by County by providing written notice to Contractor within ninety (90) days prior to the expiration of the then current term.

##### 4.6.2 Maintenance Services Obligations

During the Warranty Period and for each successive twelve (12) month term (either Initial or Renewal Term), Contractor shall provide services with respect to the System as described hereunder.

#### 4.6.3 Corrective Actions

- A. For any Deficiency, as determined by County's Project Director, which severely impairs the operation of the System, or creates a serious loss of functionality important to the day-to-day operation of the System or a System component, in either case as determined by County's Project Director, then upon request of County, Contractor shall commence corrective action within two (2) hours and complete correction of the Deficiency within eight (8) hours of the notice. If it is not technically feasible to so correct such Deficiency within such time period, Contractor shall, as soon as possible but in no event later than twelve (12) hours of such notice, provide a workaround acceptable to County's Project Director.
- B. For any Deficiency, as determined by County's Project Director, which (i) substantially impairs the operation of the System, or (ii) creates a substantial loss of functionality important to the day-to-day operation of the System or a System component, in either case as determined by County's Project Director, but which is not covered in the immediately preceding subsection as determined by County's Project Director, then upon request of County, Contractor shall commence corrective action within four (4) hours and complete correction of the Deficiency within sixteen (16) hours of the notice. If it is not technically feasible to so correct such Deficiency within such time period, Contractor shall, as soon as possible but in no event later than twenty-four (24) hours of such notice, provide a workaround acceptable to County's Project Director.
- C. For any Deficiency, as determined by County's Project Director, not covered in the immediately preceding two subsections as determined by County's Project Director, then upon request of County, Contractor shall commence corrective action within twenty-four (24) hours and complete correction of the Deficiency within forty-eight (48) hours. If it is not technically feasible to so correct such Deficiency within such time period, Contractor shall, as soon as possible but in no event later than seventy-two (72) hours of such notice, provide a workaround acceptable to County's Project Director.

- D. County may request corrective action under this Section 4.6.3 by any method reasonable under the circumstances, whether oral, electronic, or written.

4.7 Updates

Contractor shall provide System Updates to County at no cost to County. Contractor shall install such Update, unless County declines same.

4.8 Upgrades

Contractor shall offer to County each Upgrade, to which County shall have the right, in its sole and absolute discretion, to accept or reject. In the event County accepts an Upgrade, County shall pay for such Upgrade and Contractor's fees for installation of the Upgrade, preparation of training materials and training of such County staff as designated by County; provided, however, that the total cost and fees payable by County for such Upgrade, installation, training materials and training shall not exceed the estimate previously quoted by Contractor in its offer.

4.9 Licensing Fee

Contractor warrants and represents that Users shall have continuous and unencumbered access to and full use of the System, including but not limited to all Info Line Materials. The licensing fee payable from County to Contractor shall be \$1.00 per User per month for up to 7000 Users. Additional Users may be added in accordance with the Exhibit D (License Fee Schedule).

4.10 Termination of Corrective Action

County shall have the right, in its sole and absolute discretion, to terminate any and all Corrective Action, Support and other services under this Subsection 4.10 by providing written notice thereof to Contractor, which termination shall become effective upon Contractor's receipt of the notice. In such event, Contractor shall tender to County a pro-rata refund of prepaid charges, if any, for any such services under this Subsection 4.10 for the then current year of the Initial Term or Renewal Term.

4.11 Right to Reject

County reserves the right to reject any tasks, subtasks, Deliverables, goods, services, and/or other work not approved in writing by County.

**5.0 TERM**

- 5.1 Notwithstanding any provision to the contrary, either expressly or by implication, the term of this Agreement shall commence upon the Effective Date and shall be no more than three (3) years, unless terminated, in whole or in part, as provided in this Agreement, and shall consist of the following time intervals: one (1) year initial term with two (2) one year options to renew.
- 5.2 Contractor shall commence work to be completed as described in Exhibit A (Statement of Work) on the Effective Date and in strict compliance with Exhibit C (Schedule of Deliverables and Payments). Time is of the essence for Contractor's performance under this Agreement.

## **6.0 CHANGE NOTICES AND AMENDMENTS**

- 6.1 County reserves the right to change any portion of the work required under this Agreement and any other provision of this Agreement. Any change, addition and/or deletion of any term, obligation, and/or condition of this Agreement may be effectuated only through the procedures required under this Section 6.0. Any purported change that does not comply strictly with the requirements of this Section 6.0 shall be null and void.
- 6.2 For any change requested by County and which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, such change may be effected, but only on mutual consent, by means of a Change Notice executed by County's Project Director and Contractor's Project Director.
- 6.3 For any change requested by County which affects the scope of work, term, payments, or any term or condition included in this Agreement an Amendment to this Agreement must be prepared and executed by County's Board of Supervisors and Contractor's duly authorized representative to be enforceable.

- 6.4 Notwithstanding any other provision of this Section 6.0, to the extent that extensions of time for Contractor performance do not impact either the scope of work or cost of this Agreement, County's Project Director may, in his sole discretion, grant Contractor extensions of time in writing for the work, provided that the aggregate of such extensions shall not exceed sixty (60) days.

## 7.0 CONTRACT SUM

### 7.1 General

- 7.1.1 The Contract Sum under this Agreement shall be no more than the maximum monetary amount payable by County to Contractor for supplying all Deliverables in accordance with the Specifications as set forth in this Agreement.
- 7.1.2 The Contract Sum will be based on the License Fees described in Subsection 7.2.1, Application Enhancements charges at One Hundred Fifty Dollars (\$150) per hour, and Training fees of One Hundred Dollars (\$100) per hour.
- 7.2 Notwithstanding any provision to the contrary, expressly or by implication, the Contract Sum for this Agreement authorized by County hereunder, including, without limitation, all applicable taxes, **shall not exceed** Four Hundred Fifty-Six Thousand Dollars (\$456,000) (the "Contract Sum"), and is comprised of the following items:
- 7.2.1 Two Hundred Twenty-Three Thousand, Two Hundred Dollars (\$223,200) shall be the maximum payable in accordance with Exhibit C (Schedule of Deliverables and Payments) for the License Fee, at a maximum of Seventy-Four Thousand, Four Hundred Dollars (\$74,400) per year for three years as follows;
- A. License – Individual seats at the rate of \$1 per month per seat with a minimum of 5,000 seats;
  - B. DCFS estimates a start up of 6,200 seats to give access to all employees; and
  - C. License fees include Help Desk support and application maintenance support.
- 7.2.2 Eighteen Thousand Dollars (\$18,000) for Training, based on One Hundred Dollars (\$100) per hour, payable as occurs:

- A. Ten Thousand Dollars (\$10,000) in year one, for one hundred (100) hours of training;
  - B. Five Thousand Dollars (\$5,000) in year two, for fifty (50) hours of training; and
  - C. Three Thousand Dollars (\$3,000) in year three, for thirty (30) hours of training.
- 7.2.3 Thirty-Six Thousand, Seven Hundred and Fifty Dollars (\$36,750) for User Identifications and Access as described in the Exhibit A (Statement of Work), Section 1.2 – 245 hours.
- 7.2.4 Twenty-Four Thousand, Four Hundred Fifty Dollars (\$24,450) for Certification and Approval as described in the Exhibit A (Statement of Work), Section 1.3 – 163 hours.
- 7.2.5 Twenty-Three Thousand, Four Hundred Fifty Dollars (\$23,450) for DCFS Specific Narrative as described in the Exhibit A (Statement of Work), Section 1.4 – 157 hours.
- 7.2.6 Thirty-One Thousand, Five Hundred Dollars (\$31,500) for Input of DCFS located agencies as described in the Exhibit A (Statement of Work), Section 1.5 – 210 hours.
- 7.2.7 Eight Thousand, Seven Hundred Dollars (\$8,700) for Printing of Referral Document for client as described in the Exhibit A (Statement of Work), Section 1.6 – 58 hours
- 7.2.8 Five Thousand, Two Hundred Fifty Dollars (\$5,250) for E-mail of referral to agency as described in the Exhibit A (Statement of Work), Section 1.7 – 35 hours.
- 7.2.9 Seven Thousand, Three Hundred Fifty Dollars (\$7,350) for Display of Internet Map as described in the Exhibit A (Statement of Work), Section 1.8 – 49 hours.
- 7.2.10 Eleven Thousand, One Hundred Dollars (\$11,100) for Display of Public Transportation as described in the Exhibit A (Statement of Work), Section 1.9 – 74 hours.
- 7.2.11 Twenty-Six Thousand, Two Hundred Fifty Dollars (\$26,250) for Providing Monthly Reports as described in the Exhibit A (Statement of Work), Section 1.10 – 175 hours.

7.2.12 Forty Thousand Dollars (\$40,000) for other professional services as per Section 7.5 (Other Professional Services).

7.3 Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, Contractor shall perform and complete all Deliverables required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

7.4 County's Obligation in Future Fiscal Years

Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

7.5 Other Professional Services

7.5.1 Upon the written request of County's Project Director made at any time and from time to time during the term of this Agreement, Contractor shall provide to County other and/or additional professional services which are not part of the Deliverables, to be provided pursuant to Exhibit A (Statement of Work), on a time-and-material basis. The County's Board of Supervisors delegates the authority to County's Project Director to procure additional professional services, conditioned upon continued compliance with Section 7.2 and 7.2.12 and advance written approval of the County's Chief Information Officer and approval as to form by County Counsel.

7.5.2 Upon County's request for such professional services, Contractor shall provide County, within twenty (20) days of receipt of such request, a written quotation of a maximum total price (including, without limitation, Contractor staff level recommended (if applicable). Contractor's quotation shall be a firm offer open for ninety (90) days from submission. .

7.5.3 County shall have the right to audit Contractor's compliance with this Subsection 7.5 pursuant to Section 15.0 (Records and Audits).

**8.0 INVOICES AND PAYMENTS**

### 8.1 General

Unless expressly provided otherwise herein, Contractor shall invoice County in arrears for each Deliverable. Each invoice shall contain the following information:

- A. The Agreement name and Contract number;
- B. The invoice period;
- C. The applicable remaining balance of the Contract Sum, categorized as set forth in Subsection 7.2;
- D. A description of the Deliverables, including the appropriate reference to it in Exhibit A (Statement of Work); and
- E. The applicable remaining balance of the Contract Sum and of the particular category as set forth in Subsection 7.2.

### 8.2 All invoices for this Agreement shall be submitted to:

Joi Russell, Interim Division Chief  
Department of Children and Family Services  
Management Information Division  
4060 Watson Plaza Drive, 1<sup>st</sup> Floor  
Lakewood, CA 90712

### 8.3 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, any other rights and/or remedies of County given by law or provided in this Agreement, the County may, upon written notice to Contractor, withhold payment for any Deliverable or other service while Contractor is in default hereunder, or at any time that Contractor has not provided a County-approved Deliverable or service. County's right to withhold payment shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims.

## 9.0 **ACCEPTANCE OF SYSTEM BY COUNTY**

The Contractor shall conduct User acceptance testing of the System. Final System Acceptance shall be subject to County's written approval, in its sole and absolute discretion, and shall be dependent upon the System

strictly comply with the Specification and the requirements set forth in this Agreement

#### **10.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of County's Board of Supervisors, which may be granted or withheld, in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

#### **11.0 WARRANTY AGAINST CONTINGENT FEES**

- 11.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 11.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

#### **12.0 INDEPENDENT CONTRACTOR STATUS**

- 12.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 12.2 Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 12.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are for all purposes, and in particular, for

purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

- 12.4 Contractor shall provide to County an executed Exhibit B (Contractor Employee Acknowledgment, Confidentiality, and Copyright Agreement) for each of its employees performing work under this Agreement. Such Exhibits shall be delivered to the County's Project Manager.
- 12.5 The employees and agents of Contractor, shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

### **13.0 SUBCONTRACTING**

- 13.1 In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not subcontract this Agreement, or any portion thereof, without the prior written consent of County's Board of Supervisors. Any attempt by Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

- 13.2 If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (a) the reason(s) for the proposed subcontract, (b) a detailed description of the work to be performed by the proposed subcontractor (c) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (d) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County-approved subcontract (subcontract provisions will be supplied by County upon request), (e) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and Performance Security from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by Section 14.0 (Indemnification and Insurance), and (f) any other information and/or certification required by County.
- 13.3 Contractor shall indemnify, defend, and hold harmless County from any and all liability resulting from and/or relating to the act(s) and/or omission(s) of each and every Subcontractor.
- 13.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 13.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 13.6 County's Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontracting and subcontractor employees.
- 13.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

- 13.8 Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.
- 13.9 Contractor shall obtain both of the following from each approved subcontractor, and deliver same to County's Project Manager, before any subcontractor employee may perform any work hereunder:
- A. An executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (see Exhibit D) for each subcontractor employee approved to perform work hereunder, and
  - B. Certificates of insurance, to establish that the subcontractor maintains all the programs of insurance required of Contractor under Section 14.0 (Indemnification and Insurance).

#### **14.0 INDEMNIFICATION AND INSURANCE**

##### **14.1 Indemnification**

Notwithstanding any provision of this Agreement to the contrary, either expressly or by implication, Contractor shall indemnify, defend and hold harmless County, County Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to any losses, damages, fees (including attorney's fees and expert witness fees), costs and/or expenses, arising from or connected with the act(s) and/or omission(s) of Contractor and/or any Subcontractor.

##### **14.2 Insurance**

Without limiting Contractor's obligations of indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement the below-described programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager, and certificates or other evidence of such programs and certified copies of additional insured endorsements satisfactory to County, including annual renewals and all changes/updates, shall be delivered to Acting Director, Management Information Division, Department of Children and Family Services 4060 Watson Plaza Drive, 1<sup>st</sup> Floor, Lakewood, California 90712, before performance begins under this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition

that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance.

#### 14.3 Liability Insurance

All insurance described below shall be independent, and not merely contributory to other insurance maintained by County, shall be endorsed naming the County of Los Angeles as an additional insured, and shall include, but not be limited to, any and all coverage required in Subsections 14.3.1 - 14.3.3 below.

##### 14.3.1 Comprehensive General Liability Insurance

Comprehensive general liability insurance written on a commercial general liability form or on a comprehensive general liability form covering Contractor's activities, hazards of premises/operations, products/completed operations, contractual, broad form property damage, and personal and advertising injury with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) per occurrence.

- 1) If written with an annual aggregate limit, the policy limit shall be two times the occurrence limit.
- 2) If the above insurance is written on a Claims Made Form, the Contractor shall continue to name the County as an additional insured for five (5) years following the expiration or termination of this agreement, or shall provide an extended five (5) year reporting period commencing upon expiration or termination of this agreement.

##### 14.3.2 Comprehensive Auto Liability Insurance

Comprehensive Auto Liability Insurance endorsed for all owned, non-owned and County vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

#### 14.3.3 Worker's Compensation

A program of worker's compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code including employer's liability with a limit no less than One Million Dollars (\$1,000,000), covering all persons performing work on behalf of Contractor and all risks to such persons under this Agreement.

#### 14.4 Failure to Procure Insurance

Failure on the part of Contractor to procure and maintain all insurance and the performance bond required herein shall constitute a material breach of this Agreement.

### 15.0 RECORDS AND AUDITS

- 15.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards, and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of four years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 15.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 15.3 Failure on the part of Contractor to comply with the provisions of this Section 15.0 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

## **16.0 PUBLICITY**

Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's desire to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement, so long as Contractor strictly complies with the following conditions:

- A. Contractor shall develop all publicity material in a professional manner;
- B. During the term of this Agreement, Contractor shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director; and
- C. Contractor may, without the prior written consent of County, indicate in its proposals and sales material that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 16.0 shall apply.

## **17.0 OWNERSHIP OF MATERIALS**

- 17.1 County shall be the owner of any and all right, title, and interest, including but not limited to copyright, in and to all Deliverables, including but not limited to software, plans, diagrams, facilities, and tools which are originated and/or created through Contractor's work pursuant to this Agreement (hereafter collectively referred to as "County Materials"). Contractor shall execute all documents necessary to assign and transfer to and vest in the County any and all right, title and interest in and to such County Materials, including any copyright, patent, and trade secret rights.

- 17.2 Contractor shall affix the following notice to all documentary and software items originated pursuant to this Agreement: "© Copyright (such date as may be appropriate, i.e. 2001, etc.), County of Los Angeles. All rights Reserved". Contractor shall affix such notice (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts, the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by County.
- 17.3 All software documentation, other tangible and intangible work, and intellectual property specific to County's business developed under this Agreement, and all work which is generic in nature and not specific to County's business and is developed with the use of information and resources provided by County under this Agreement shall be owned by County.
- 17.4 Contractor hereby grants to County a nonexclusive, worldwide perpetual, personal, and nontransferable license to any and all Contractor Materials, Contractor software, Info Line Materials, documentation, other tangible and intangible work, and intellectual property, which is embodied in the Deliverables, including, but not limited to, PRISM, PERFECT MATCH, Enhanced PERFECT MATCH, PROGRAM PRODUCTS and RELATED MATERIALS.
- 17.5 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of and prior to this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified in writing by Contractor to County's Project Manager as proprietary or confidential, prior to any such use, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such material (hereafter collectively referred to as "Contractor Materials").
- 17.6 Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, County will not be obligated to Contractor in any way under Subsection 17.5 for any Contractor Materials which are not plainly and prominently marked with restrictive legends as required by Subsection 17.5, or for any disclosure which County is required to make under any state or federal law or order of court.
- 17.7 During the term of this Agreement and for four years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement. County shall have the right to inspect,

copy and use at any time during and after the term of this Agreement, any and all such working papers and all information contained therein.

- 17.8 All the rights and obligations of this Section 17.0 shall survive the expiration or termination of this Agreement.

## **18.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

- 18.1 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including but not limited to any demand, claim, action, proceeding, damage, fee, cost, and/or expense, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to this Agreement.

- 18.2 In the event any Deliverable, software product, equipment or part thereof, becomes the subject of any demand, dispute, complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, shall either:

- A. Procure for County all rights to continued use of the questioned item; or
- B. Replace the questioned item with a non-questioned item; or
- C. Modify the questioned item so that it is free of such claims.

## **19.0 WARRANTIES**

- 19.1 Contractor warrants it shall promptly correct any and all defects, Deficiencies, errors and/or omissions in the tasks, Deliverables, services, and other work provided pursuant to this Agreement. Such correction by Contractor shall be at no cost to County.
- 19.2 Contractor further warrants and represents that for the term of this Agreement:
- A. The System shall strictly comply with the Specifications, requirements, standards, and representations set forth in this Agreement, and shall be free of any and all Deficiencies;

- B. All Deliverables shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for Contractor's performance under this Agreement;
- C. Any software or data analysis used by Contractor shall be available to County during the term of this Agreement and for a period of four years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Contractor;
- D. All documentation developed under this Agreement shall be complete and uniform in appearance;
- E. The System, and each component thereof, shall be Year 2000 compliant;
- F. The System components shall be capable of interconnecting and/or interfacing with each other, and when taken together, shall be capable of delivering the functionality set forth in this Agreement;
- G. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to, the System or any System component through any device, method, or means, including but not limited to any virus, lockup, time bomb, key lock, work, device, program, and/or disabling code (collectively, "Disabling Device");
- H. The County and its Users shall have continuous and uninterrupted Updates and/or Upgrades and access to use of the System; and.
- I. The County and its Users shall have continuous, uninterrupted, and unencumbered use of the System, including but not limited to Info Line Materials.

### 19.3 Warranty Pass Through

Contractor shall assign to County to the fullest extent permitted by law and/or agreement, and shall otherwise ensure that the benefit of any applicable warranty and/or indemnity offered by any manufacturer of any of the System Hardware, System Software, Interfaces, and/or other produce or service provided hereunder, shall fully extend to and be enjoyed by County.

**19.4 Delivery and Risk of Loss**

Contractor shall bear the full risk of loss due to total or partial destruction of any or all Deliverables, System Hardware, System Software, and/or Interfaces until such items are delivered to and accepted in writing by County.

**20.0 COMPLIANCE WITH APPLICABLE LAW**

20.1 Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

20.2 Contractor shall indemnify, defend, and hold harmless County, from and against any and all liability, including but not limited to any damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

**21.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

**22.0 NONDISCRIMINATION IN EMPLOYMENT**

22.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, gender, age, or physical or mental disabilities, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

22.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).

22.3 Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, gender, age, or physical or mental disabilities, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 22.4 Contractor certifies and agrees that it will deal with its subcontractors and bidders without regard to or because of race, color, religion, ancestry, national origin, gender, age, or physical or mental disabilities.
- 22.5 Contractor certifies that it is in compliance with all Federal, State, and local laws, including, but not limited to:
- A. Title VI, Civil Rights Act of 1964;
  - B. Section 504, Rehabilitation Act of 1973;
  - C. Age Discrimination Act of 1975;
  - D. Title IX, Education Amendments of 1973, as applicable; and
  - E. Title 43, Part 17, Code of Federal Regulations, Subparts A & B

and that Contractor shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, gender, age, or disabilities, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

- 22.6 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 22.0 when so requested by County.
- 22.7 If any provision of this Section 22.0 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 22.8 The parties agree that in the event Contractor violates the anti-

discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

### **23.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor warrants and represents that it fully complies with all Federal laws regarding the employment of aliens and others and that all its employees performing work under this Agreement meet Federal citizenship or alien status requirements set forth in Federal laws. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

### **24.0 CAPTIONS AND SECTION HEADINGS**

Caption, Section, and Subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

### **25.0 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **26.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

### **27.0 SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

## **28.0 CONTRACTOR HIRING**

### **28.1 Consideration of Hiring County Employees**

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

### **28.2 Consideration of Hiring GAIN Program Participants**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for such employment openings to participants in County's Department of Social Services Greater Avenues for Independence (GAIN) program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

### **28.3 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one (1) year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. This Subsection 28.3 shall not apply to any hiring initiated through a general public announcement.

## **29.0 TERMINATION FOR GRATUITIES**

County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect

to the performing, or such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **30.0 TERMINATION FOR INSOLVENCY**

30.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following events of insolvency:

- A. If Contractor ceases to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws;
- B. The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code with Contractor as debtor there under;
- C. The appointment of a Receiver or Trustee for Contractor; or
- D. The execution by Contractor of a general assignment for the benefit of creditors.

30.2 Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, the rights and/or remedies of County provided in this Section 30.0 as well as throughout this Agreement, shall not be exclusive and are in addition to any and all other rights and/or remedies provided at law, in equity, and/or under this Agreement.

### **31.0 TERMINATION FOR DEFAULT**

31.1 County may, by written Notice to Contractor, terminate the whole or any part of this Agreement if:

- A. Contractor has materially breached this Agreement; or
- B. Contractor fails to timely provide and/or satisfactorily perform any Deliverable; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) days (or such longer period as County

may authorize in writing by the County's Project Director) after receipt of Notice from County.

31.2 In the event that County terminates this Agreement in whole or in part as provided in Subsection 31.1, County may procure, upon commercially reasonable terms consistent with County procurement policies, goods and/or services comparable to those so terminated, and Contractor shall be liable to County for the following, which shall constitute direct damages:

- A. Any and all excess costs (including but not limited to reprocurement, project delay, higher Contractor prices) incurred by County, as determined by County, for acquiring such comparable goods and/or services;
- B. Charges to the "Department" by Internal Services Department for database access and maintenance;
- C. Other excess costs borne by DCFS during continued operation of existing information referral system;
- D. Charges to DCFS for access to outside data systems (if any);
- E. Salaries for DCFS personnel or other hired resources that would have been eliminated with timely implementation of System; and
- F. Any other identifiable and measurable excess costs borne by County as a result of the Contractor's default.

31.3 Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 31.0.

## **32.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Section, as well as throughout this Agreement, are non-exclusive and cumulative with any and all other rights and/or remedies under this Agreement, at law, and/or in equity.

## **33.0 TERMINATION FOR CONVENIENCE**

33.1 The County may terminate this Agreement, in whole or in part, permanently or from time-to-time, when County deems in its sole discretion that such action is in its best interest. Termination shall be effected by delivery to Contractor of a Notice of Termination specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than five (5) days after the Notice is sent.

- 33.2 Upon receipt of a Notice of Termination, and except as otherwise directed by County, Contractor shall:
- A. Stop work under this Agreement, as identified in such notice, on the date and to the extent specified;
  - B. Transfer title and deliver to County all completed work and work in progress;
  - C. Complete performance of such part of the work as shall not have been terminated by such notice.

- 33.3 For a period of five (5) years after termination of this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

#### **34.0 NON-APPROPRIATION OF FUNDS**

- 34.1 Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, the County shall not be obligated to Contractor during any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's budget for each such fiscal year from the following sources:
- A. Current funds held in trust from prior fiscal year funding and received by the County from the State-County Property Tax Administration Program (PTAP);
  - B. Future funding received from PTAP over the Term of this Agreement; and,
  - C. Additional funding required for County to carry out the terms of this Agreement, and to be appropriated by the County's Board of Supervisors.

- 34.2 In the event that funds are not appropriated, or only limited amounts are appropriated, then this Agreement is subject to termination by the County, in whole or part, effective as of June 30 of the last fiscal year for which funds were fully appropriated as per Subsection 34.1.
- 34.3 The County shall endeavor to notify Contractor in writing of any funding limitation at the earliest possible date.

### **35.0 COUNTY AUDIT SETTLEMENTS**

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of County, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

### **36.0 ACCEPTANCE BY COUNTY**

- 36.1 The Deliverable described in sub section 7.2.1 of this Agreement, "License Fee," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.2 The Deliverable described in the Statement of Work Section 2.5, "Training," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.3 The Deliverable described in the Statement of Work Section 1.2, "User IDs and Access," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.4 The Deliverable described in the Statement of Work Section 1.3, "Certification and Approval," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.5 The Deliverable described in the Statement of Work Section 1.4, "DCFS Specific Narrative," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.6 The Deliverable described in the Statement of Work Section 1.5, "Input of DCFS Located Agencies," shall achieve Acceptance by County when and

if County's Project Director has approved receipt in writing.

- 36.7 The Deliverable described in the Statement of Work Section 1.6, "Printing of Referral Document," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.8 The Deliverable described in the Statement of Work Section 1.7, "E-mail of Referral to Agency," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.9 The Deliverable described in the Statement of Work Section 1.8, "Display of Internet Map," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.10 The Deliverable described in the Statement of Work Section 1.9, "Display of Public Transportation," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.11 The Deliverable described in the Statement of Work Section 1.10, "Provide Monthly Reports," shall achieve Acceptance by County when and if County's Project Director has approved receipt in writing.
- 36.12 System Final Acceptance shall occur as set forth in Section 9.0 of this Agreement.

### **37.0 CONFLICT OF INTEREST**

- 37.1 No County employee whose position with County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, Contractor, may in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.
- 37.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 37.0

shall be a material breach of this Agreement.

### **38.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State of California, any County, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

### **39.0 DAMAGE TO COUNTY PROPERTY**

- 39.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, and/or grounds caused by Contractor or employees, subcontractors or agents of Contractor. Such repairs shall be made immediately as soon as Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 39.2 If Contractor fails to make full and timely repairs, County may make any necessary repairs. All expenses of whatever nature incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or deducted by County from any amounts due to Contractor from County.

### **40.0 AUTHORIZATION WARRANTY**

- 40.1 Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 40.2 Contractor warrants that any person(s) executing this and/or any Amendment to this Agreement pursuant to Section 6.0 (Changes and Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

### **41.0 RESTRICTIONS ON LOBBYING**

- 41.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

#### 41.2 County Projects

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

### 42.0 NOTICES

42.1 Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) by certified mail return receipt requested (throughout and hereinafter, Notice).

42.2 Notice to County shall be sent to:

Ms. Joi Russell  
Department of Children and Family Services  
Management Information Division  
4060 Watson Plaza Drive, 1<sup>st</sup> Floor  
Lakewood, CA 90712  
(562) 497-3353 Fax: (562) 496-2338  
E-mail: [jrussell@dcfs.co.la.ca.us](mailto:jrussell@dcfs.co.la.ca.us)

42.3 Notice to Contractor shall be sent to:

Donald Graham  
Walter R McDonald & Associates, Inc.  
7311 Greenhaven Drive, Suite 273  
Sacramento, CA 95831  
Phone: (916) 427-1410  
Fax: (916) 427-8664  
E-mail: [dgraham@wrma.com](mailto:dgraham@wrma.com)

42.4 The respective parties designated under Subsections 42.2 and 42.3 may

be changed by upon twenty (20) days prior written Notice.

#### **43.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through and intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 43.2 Contractor shall immediately report any attempt by a County officer of employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **44.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement and/or corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement in whole or in part, or impose other remedies as specified in this Agreement.

#### **45.0 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

##### **45.1 Contractor's Warranty of Adherence**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

45.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Order or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

45.3 Termination For Breach of Warranty

Failure of Contractor to maintain compliance with the requirements set forth in Sub-Section 45.1 (Contractor's Warranty Of Adherence) shall constitute a material breach by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Section 31.0 (TERMINATION FOR DEFAULT).

**45.4 Contractor's Acknowledgment**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's (L.A.'s Most Wanted: Delinquent Parents) poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

**46.0 FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

**47.0 ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of County's competitive procurement and an arm's length negotiations between Contractor and County, during which at each party has had at all times an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the parties, and shall not be strictly construed as against either party as drafter or creator.

**48.0 SURVIVAL**

The following provisions of this Agreement shall survive its expiration or termination for any reason: Subsection 13.3 [subcontracting indemnity], Section 14.0 (Indemnification and Insurance), Section 16.0 (Publicity), Section 17.0 (Ownership of Materials), Section 18.0 (Intellectual Property Indemnification), Subsection 20.2 [compliance with applicable laws indemnity], Section 21.0 (Fair Labor Standards), Section 26.0 (Governing Law, Jurisdiction and Venue).

**49.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

49.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

49.2 The Contractor is hereby notified that, in accordance with Chapter 2.202

of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

- 49.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 49.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 49.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- 49.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

## **50.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances,

rules, regulations, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to County's Project Director.

#### **51.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement to the contrary, either expressly or by implication, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to effect and/or diminish Contractor's indemnification obligations hereunder.

-- END OF TERMS AND CONDITIONS --

**AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND  
WALTER R. MC DONALD AND ASSOCIATES, INC.  
FOR A WEB-BASED INFORMATION AND REFERRAL SYSTEM (WIRS) FOR THE  
COUNTY OF LOS ANGELES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2002.

**County OF LOS ANGELES**

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST:  
VIOLET VERONA-LUKENS  
Executive Officer and Clerk  
Board of Supervisors of the County of Los Angeles

By \_\_\_\_\_

Deputy

**Contractor**  
WALTER R. MC DONALD AND  
ASSOCIATES, INC.,  
a California Corporation.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
John L. Geiger,  
Senior Deputy County Counsel

## EXHIBIT A

### Statement of Work

#### 1.0 Introduction

- 1.1 The Department of Children and Family Services (DCFS) will enter into an agreement with Walter R. McDonald & Associates, Inc., of Sacramento (WRMA or CONTRACTOR) as an Application Service Provider for a web-based, on-line, DCFS need specific community resource database. This Statement of Work defines CONTRACTOR's responsibilities, the tasks resulting from these responsibilities and describes the Deliverables required under the Agreement.

#### 1.2 User Identification (ID's) and Access

- 1.2.1 Via Login – When the WIRS system is launched at the workstation, the user ID and Password given by the user will signal the system that the user is in the WIRS environment. All subsequent interfaces with the user will be in the Web-enabled format with all the DCFS features engaged.
- 1.2.2 ID and Password Tables – There shall be two ID/Password tables. One table will be for DCFS employees that will be numeric in format for ID and automatically maintained via file submission from DCFS to WRMA monthly. One table will be for DCFS contracts (non-employees) that will be alphanumeric in format and maintained by DCFS staff via application functionality.
- 1.2.3 Passwords – New ID's are to be initiated with a default password of "password." This default password must be changed at the first login of the user. Once changed, the passwords do not expire, but may be changed on demand of the user.
- 1.2.4 Access security levels – There will be three levels. The lowest level is inquiry only. This does not allow for certification authority or note authority. The second level is "maintenance". This allows (in addition to inquiry) certification and note maintenance but not determination of which services and service sites require certification. The highest level is "administration". This allows (in addition to all rights of the lower levels) the maintenance of the non-employee user id table as well as maintenance of the non-employee user information.



Button and 2) Narrative present Indicator. When the Edit narrative Button is clicked, the Edit Narrative Screen will be displayed and DCFS will have the ability to view, initiate, modify, and delete individual narratives, depending on user access security level.

- 1.4.3 Provide secure screen to input DCFS-specific narrative linked to agency locations and agency-location-specific services.
- 1.4.4 When a DCFS user views an agency or service with an attached DCFS narrative, display a link to the narrative screen.
- 1.4.5 Do not display DCFS-specific narrative to non-DCFS users. The Edit Narrative Button and the Narrative present Indicator will not be visible or active for the non-DCFS users.
- 1.5 Provide means to input DCFS-located agencies, locations, and services
  - 1.5.1 DCFS will not be able to directly enter provider information into the PRISM database.
  - 1.5.2 A Submit Provider Button will be available from the User Maintenance module. When clicked, the Submit Provider Button screen will be displayed. The DCFS user will then be able to add or delete provider demographic information. The demographic information will be stored in a special database that will be monitored by InfoLine (or alternately e-mailed to InfoLine). InfoLine will then take the information and move it through InfoLine's general provider survey process. InfoLine may choose to register the provider into the PRISM database.
  - 1.5.3 DCFS may locate and input an agency, location, or service not known to InfoLine.
  - 1.5.4 Data source may be from central resource manager or DCFS regional resource coordinator.
  - 1.5.5 InfoLine may use DCFS-input information.
  - 1.5.6 Consider a process whereby InfoLine will normalize non-DCFS-specific information before display.
  - 1.5.7 Consider a process whereby InfoLine will follow-up to establish a working relationship with the agency.

1.6 Print referral document for client.

1.6.1 WIRS will allow for the user to optionally print a referral document for the client to take to the service agency.

1.6.2 Allow client-specific information in order to produce a printed referral document for the client to take to the agency.

1.6.3 Form and Content – DCFS will define the format and content of a referral document.

1.6.4 Data shall come from three sources;

- A. agency data from the PRISM database,
- B. some client data from call transaction data in the PRISM database, and
- C. additional client and referral specific data entered by the user

1.7 E-mail Referral to Agency

1.7.1 WIRS will allow for the user to optionally e-mail a referral document to the service agency.

1.7.2 Address and Format – E-mail address to be available from database. Referral shall be put into the body of the e-mail, not attached, in Rich Text format. User to be able to enter additional comments to e-mail before it is sent.

1.8 Provide link to display Internet Map of agency's location

1.8.1 WIRS will allow for the user to optionally print an agency's location, in map format, for the client.

1.8.2 The County map server will be the source for the maps.

1.9 Provide link for public transportation to agency's location

1.9.1 WIRS will allow the user to optionally print a public transportation map for the client.

1.9.2 Provide two buttons in addition to "map" button at site address: driving instructions and public transportation.

1.9.3 Source for public transportation mapping will be negotiated by the County and provided to WRMA.

1.10 Provide monthly usage reports

- 1.10.1 Reports will list the number of DCFS logins to the application, the number of individual users, and other management data agreed upon by DCFS and WRMA

2.0 CONTRACTOR shall provide the Deliverables described herein to COUNTY in accordance with the terms and conditions of this agreement.

2.1 Enhancements to the WIRS application as listed in DCFS Specific Application Enhancements.

2.2 Additional enhancements to the application as submitted by DCFS to WRMA in writing and approved by the Chief Information Officer and County Counsel.

2.3 On-going access and support to WIRS. Support includes a Help Desk, database updates with DCFS comments, and vendor service updates to the database.

2.4 Monthly usage reports as agreed upon by DCFS and WRMA.

2.5 Delivery of "Training-for-Trainers" instruction to a cadre of 5 to 20 DCFS staff from both the Central Office and the field offices on the operations and capabilities of *WIRS*.

3.0 CONTRACTOR shall provide services to COUNTY in accordance with the Service Standards described herein.

3.1 COUNTY will have access to WIRS 24 hours per day, seven days a week.

3.2 System downtime at the server level (defined as the availability of the WIRS server and database) shall not exceed two (2) hours per month.

3.3 WRMA shall provide an application Hotline accessible by telephone during regular COUNTY business hours.

3.4 95% of the trouble tickets shall be resolved within eight (8) business hours.

3.5 WIRS shall be ready for DCFS user access within 120 days of the signing of this agreement.

3.6 Monthly reports shall be available via the application by the 5<sup>th</sup> working day of each month.



**EXHIBIT C**  
**SCHEDULE OF DELIVERABLES AND PAYMENTS**

Total cost for this project is estimated at \$456,000.00.

	<b>Deliverable</b>	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	<b>TOTAL</b>
1.	<p>License – Individual seats at the rate of \$1 per month per seat with a minimum of 5,000.</p> <p>DCFS estimates a start up of 6,200 seats to give access to all employees.</p> <p>License fees include Help Desk support and application maintenance support</p>	<b>\$74,400</b>	<b>\$74,400</b>	<b>\$74,400</b>	<b>\$223,200</b>
2.	<p>Training Based on \$100 per hour First year 100 hours Second year 50 hours Third year 30 hours</p>	<b>\$10,000</b>	<b>\$5,000</b>	<b>\$3,000</b>	<b>\$18,000</b>
3.	<p>Application Enhancements Based on \$150 per hour</p> <p>1. User Ids and Access – 245 hours</p> <p>2. Certification and Approval – 163 hours</p> <p>3. DCFS Specific Narrative – 157 hours</p> <p>4. Input DCFS located agencies – 210 hours</p> <p>5. Print Referral Document – 58 hours</p>	<p>\$36,750</p> <p>\$24,450</p> <p>\$23,450</p> <p>\$31,500</p>			<p>\$36,750</p> <p>\$24,450</p> <p>\$23,450</p> <p>\$31,500</p>

	6. E-mail referral to agency – 35 hours	\$8,700			\$8,700
	7. Display Internet Map – 49	\$5,250			\$5,250
	8. Display Public Transportation – 74 hours	\$7,350			\$7,350
	9. Provide Monthly Reports – 175 hours	\$11,100			\$11,100
	<i>Sub Total</i> For Enhancements	\$26,250			\$26,250
		<b><i>\$174,800</i></b>			<b><i>\$174,800</i></b>
	<b>Total</b>	<b>\$259,200</b>	<b>\$79,400</b>	<b>\$77,400</b>	<b>\$416,000</b>
	Additional Professional Services (Maximum for all years)				<b><u>\$40,000</u></b>
	<b>Total Contract Sum</b>				<b><u>\$456,000</u></b>

## EXHIBIT D

## LICENSE FEE SCHEDULE

Contractor shall invoice County

Option	Headcount	Charge per User	Minimum Total/Month	Maximum Total/Month
#1	0-5,000	-	\$5,000.00	\$5,000
#2	5,001-7,500	\$1.00	\$5,001.00	\$7,501
#3	7,501-10,000	\$0.80	\$6,000.80	\$8,000
#4	10,001-12,500	\$0.68	\$6,800.68	\$8,500
#5	12,501-15,000	\$0.60	\$7,500.60	\$9,000
#6	15,001-20,000	\$0.50	\$7,500.50	\$10,000
#7	20,001+	\$0.40	\$8,000.40	-

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

\_\_\_\_\_  
Name and title of signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date